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**This directive was reviewed and certified as current and necessary by (Enter Name), (Enter Title)
Director, Office of Management, Budget and Evaluation/Chief Financial Officer, XX-XX-XXXX.**

INTERGOVERNMENTAL PERSONNEL ACT ASSIGNMENTS



U.S. DEPARTMENT OF ENERGY
Office of Human Resources Management

Distribution:
All Departmental Elements

Initiated By:
Office of Management and Administration

INTERGOVERNMENTAL PERSONNEL ACT ASSIGNMENTS

1. **PURPOSE.** This Manual implements provisions of the Intergovernmental Personnel Act (IPA) within the Department of Energy (DOE) and establishes requirements, responsibilities, and authority for effecting assignments under the Act.
2. **CANCELLATION.** None.
3. **APPLICABILITY.**
 - a. **DOE Elements, including the NNSA.** All DOE elements are covered; however, some employees are excluded from participating in assignments as indicated in Chapter I, paragraph 4c.
 - b. **Others.** Coverage includes individuals participating in the IPA Assignment Program as appointees or detailees to DOE. (See Chapter II, paragraph 5, for more information on details and appointments.)
4. **SUMMARY.** This Manual provides requirements for effecting IPA assignments with DOE. Chapter I lists responsibilities and includes general information on assignments. Chapters II and III provide information on incoming and outgoing assignments, respectively. Appendix A lists DOE laboratories that the National Science Foundation identifies as Federally Funded Research and Development Centers, and that are, therefore, among entities eligible to participate in the IPA Assignment Program. Appendixes B and C contain Summary Standards of Conduct Provisions/Conflict-of-Interest Laws and related Certification. Appendixes D through E contain sample and required letters. Appendixes G and H contain examples of *Assignment Agreements*, and Appendix I contains guidelines for completing *Assignment Agreements*.
5. **REFERENCES.**
 - a. Title IV of the Intergovernmental Personnel Act of 1970, as amended [5 United States Code (U.S.C.) 3371-3376], which provides for the interchange of employees between Federal agencies and certain non-Federal organizations.
 - b. Title 5, Code of Federal Regulations (CFR), Part 334, which contains regulations on IPA assignments.
 - c. Title 41, CFR, Parts 300, 301, and 302, which contain regulations on travel by Federal civilian employees and others authorized to travel at Government expense.
 - d. DOE 1500.2A, TRAVEL POLICY AND PROCEDURES, which contains DOE travel policy and procedures applicable to assignments.
 - e. National Nuclear Security Administration Act (Public Law 106-65), Title 32, National Defense Authorization Act for Fiscal Year 2000.

6. DEFINITIONS.

- a. Federally Funded Research and Development Center. A facility that appears on a master list of centers maintained by the National Science Foundation. See listing in Appendix A; Internet address is <http://www.nsf.gov/sbe/srs/ffrdc>.
- b. Institution of Higher Education. A domestic, accredited, public or private 4-year college or university, or technical college or junior college.
- c. Local Government. Any political subdivision, instrumentality, or authority of a State or States and any general or special-purpose agency of such a political subdivision, instrumentality, or authority.
- d. Native American Tribal Government. Any Native American tribe, band, nation, or other organized group or community, including any Alaska Native village as defined in the Alaska Native Claims Settlement Act (85 Stat. 668), which is recognized as eligible for the special programs and services provided by the United States to Native Americans because of their status as Native Americans and includes any tribal organizations as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Public Law 93-638, section 105).
- e. Other Organization. A national, regional, Statewide, area-wide, or metropolitan organization representing member State or local governments; an association of State or local public officials; or a nonprofit organization whose principal function is to offer professional advisory, research, education, or development services, or related services to governments or universities concerned with public management. Federally Funded Research and Development Centers are technically considered as "other organizations," but they do not require the agency certification described in Chapter I, paragraph 5.
- f. State. A State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, the Northern Mariana Islands, a territory or possession of the United States, an instrumentality or authority of a State or States, or a Federal-State authority or instrumentality.

7. CONTACT. Questions regarding this Order should be referred to the Office of Human Resources Policy and Planning at (202) 586-8524.

BY ORDER OF THE SECRETARY OF ENERGY:



T. J. GLAUTHIER
Deputy Secretary

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CHAPTER I

GENERAL PROVISIONS FOR IPA ASSIGNMENTS

1. WHAT IS AN IPA ASSIGNMENT? An IPA assignment is a temporary transfer of skilled personnel between the Federal Government and State or local governments, institutions of higher education, Native American tribal governments, and eligible non-Federal “other organizations,” including Federally Funded Research and Development Centers. The assignment is effected for purposes of mutual concern to the Department and to the participating non-Federal entity and should also serve a sound public purpose. IPA assignments can be used to achieve a number of objectives, such as to—
 - a. strengthen the management capabilities of Federal agencies; of State, local, and Native American tribal governments; and of other eligible organizations;
 - b. assist in the transfer and use of new technologies and approaches to solving governmental problems;
 - c. involve State and local officials in the development and implementation of Federal policies and programs; and
 - d. provide program and developmental experience that will enhance a DOE employee’s performance in his or her regular job.
2. REQUIREMENTS AND EXPECTATIONS.
 - a. Each proposed assignment must be examined to ensure that it is for sound public purposes and furthers the goals and objectives of the participating organizations. Assignments should not be requested primarily to meet the personal interests of employees, to circumvent personnel ceilings and contractor support limitations, or to avoid unpleasant personnel decisions.
 - b. Because the work to be performed while on assignment is of mutual benefit to the participating organizations, both organizations should share assignment costs unless a compelling reason is otherwise provided.
 - c. DOE elements must exercise special caution to prevent the duplication of salaries and benefits when executing assignments with DOE contractors.
3. RESPONSIBILITIES.
 - a. Deputy Secretary makes final determinations on proposed assignments into DOE when assignees’ salaries equal or exceed the pay for Executive Level I positions, except for

- Senior Executive Service (SES) and equivalent positions, which require approval by the Executive Resources Board Chair.
- b. Director of Management and Administration approves, prior to transmittal to the Office of Personnel Management (OPM) for final approval, requests from DOE elements (except for NNSA) for waivers of the 6-year time limit placed on Federal employees who serve on IPA assignments.
 - c. Director of Human Resources Management (except for the NNSA).
 - (1) Sets overall IPA policy for the Department and provides program oversight.
 - (2) Approves, with concurrence of the Assistant General Counsel for General Law, requests for eligibility certifications of “other organizations” with which DOE program offices propose to arrange an assignment.
 - d. Administrator of NNSA or Designee -
 - (1) Approves, prior to transmittal to the Office of Personnel Management (OPM) for final approval, requests from NNSA elements for waivers of the 6-year time limit placed on Federal employees who serve on IPA assignments.
 - (2) Sets overall IPA policy for the NNSA and provides program oversight.
 - (3) Approves, with concurrence of the Assistant General Counsel for General Law, requests for eligibility certifications of “other organizations” with which DOE/NNSA program offices propose to arrange an assignment.
 - (4) Concur in approvals of assignments, including *Assignment Agreements*.
 - e. Executive Resources Board Chair approves IPA assignments, incoming and outgoing, for all career employees who encumber positions covered by the Executive Resources Board Charter [e.g., SES, Senior Level (SL), Scientific and Professional (ST), and Excepted Service pay bands IV and V positions), with concurrence of appropriate DOE elements and designated officials in the servicing human resources office, the Office of General Counsel, and the Office of Chief Financial Officer.
 - f. Heads of DOE Elements, including the NNSA.
 - (1) Approve assignments and extensions, including IPA assignment packages, correspondence, and *Assignment Agreements* [Optional Form (OF 69)] for their organizations, with concurrences of the appropriate Lead Program Secretarial Officer, Program Secretarial Officer, or Cognizant Secretarial Officer, designated officials in the servicing human resources office, the Office of General Counsel, and

the Office of Chief Financial Officer. This authority does not include approval of actions listed in 3e above, which require approval by the Executive Resources Board Chair.

- (2) Implement procedures to ensure that the following occurs:
 - (a) within 15 days of the assignment effective date, a copy of the *Assignment Agreement* is forwarded to the Offices of Human Resources Policy and Planning, Chief Financial Officer, and the Assistant General Counsel for General Law;
 - (b) assignment documentation is complete and assignments comply with DOE requirements;
 - (c) proper security clearance is obtained in compliance with DOE security requirements;
 - (d) prospective assignees and their employers receive information that explains the nature and obligations of assignees and participating organizations.

g. Offices of Human Resources.

- (1) Concur in approvals of IPA assignments.
- (2) Provide staff advice and technical support to the organizations they service.
- (3) Respond to requests for information on assignments.

h. Field Counsel and General Counsel.

- (1) Field Counsel (for assignment packages involving the organizations for which they provide legal support).
 - (a) Review and concur in assignment packages and *Assignment Agreements* for legal sufficiency, including conflict-of-interest determinations and compliance with statutes, regulations, and DOE requirements.
 - (b) Concur in requests for eligibility determinations for “other organizations” before they are forwarded to the Assistant General Counsel for General Law for concurrence.
 - (c) Consult with the Office of the Assistant General Counsel for General Law regarding extenuating circumstances, including, but not limited to, the following:

- 1 assignees who will need a waiver of the provisions of 18 U.S.C. 208(a) in order to perform the duties enumerated in the assignment;
 - 2 assignees who will represent a non-Federal entity to the Federal government,
 - 3 proposed assignments involving DOE procurements or contract administration;
 - 4 proposed assignments in which DOE will pay 100 percent of the expenses;
 - 5 proposed assignments in which the assignee's salary is more than 120 percent of the comparable Federal salary for the position being filled;
 - 6 proposed assignments where a DOE employee will receive supplemental pay; or
 - 7 proposed assignments in which a DOE employee is taking a leave of absence.
- (2) Office of the Assistant General Counsel for General Law (for IPA assignment packages involving the organizations for which it provides legal support).
- (a) Reviews and concurs in assignment packages and *Assignment Agreements* for legal sufficiency, including conflict of interest determinations and compliance with statutes, regulations, and DOE requirements.
 - (b) Reviews and concurs in requests for eligibility determinations for "other organizations" wishing to participate in the IPA Assignment Program before approval by the Director of Human Resources Management.
- i. Chief Financial Officers (for assignment packages involving the organizations they service).
- (1) Ensure that assignments comply with statutes, regulations, and DOE requirements pertaining to financial arrangements and travel and transportation expenses.
 - (2) Concur in approvals of assignments, including *Assignment Agreements*, with the exception of the NNSA.
- j. Employees Approved for Assignments adhere to the requirements set forth in their *Assignment Agreements*.

4. ELIGIBILITY FOR PARTICIPATION.

- a. Eligible Organizations. The following organizations are eligible to participate in the IPA Assignment Program:
- (1) Federal. All Federal organizations including all DOE headquarters and field elements. [Certain employees are excluded as indicated in paragraph 4c(1) below. Assignments between Federal organizations are not covered under this authority.]
 - (2) Non-Federal. State, local, and Native American tribal governments; institutions of higher education; and certain “other organizations,” including Federally Funded Research and Development Centers that appear on a master list maintained by the National Science Foundation (see definitions in paragraph 5a), and organizations that DOE approves for participation.
- b. Eligible Employees. The following employees are eligible to participate provided they have not been employed or converted to this status primarily to establish eligibility for participation.
- (1) Federal. DOE employees serving on appointments without time limitations; for example, career or career-conditional appointments, including career appointments in the SES and appointments in the excepted service without time limitations.
 - (2) Non-Federal. Individuals employed in a pay status for at least 90 days in career positions with—
 - (a) State, local, or Native American tribal governments;
 - (b) institutions of higher education; or
 - (c) other eligible organizations.
- c. Employees Excluded from Participation. The following employees are not eligible to participate in the IPA Assignment Program:
- (1) Federal. Employees serving on time-limited, temporary, term, noncareer SES, or Schedule C appointments.
 - (2) Non-Federal. Elected officials of State or local governments; university students employed in research assistant, graduate assistant, teaching assistant, and similar scholarship-related positions; individuals who have retired from an institution; and persons who have honorary titles.

5. HOW NON-FEDERAL ORGANIZATIONS ESTABLISH ELIGIBILITY.

- a. Automatic Designation. Except for “Other Organizations,” entities listed in paragraph 4a(2) above automatically qualify for the IPA Assignment Program and do not require special certification. (See Appendix A for a list of DOE Laboratories that qualify as Federally Funded Research and Development Centers.)
- b. Agency Certification.
 - (1) Unless it accepts certification issued by another Federal agency, DOE must certify the following entities before they can arrange assignments with the Department:
 - (a) instrumentalities or authorities of State or local governments and
 - (b) non-Federal organizations, except for Federally Funded Research and Development Centers,
 - (2) Requests for certification must be approved by the Director of Management and Administration, or designee, with concurrence by the Office of the Assistant General Counsel for General Law. Program offices interested in pursuing assignments with such organizations should determine whether another Federal agency has already granted certification. If so, the servicing human resources office, in coordination with the Office of the Assistant General Counsel for General Law, will determine whether further certification is necessary.
 - (3) Written requests for determinations concerning an “other organization’s” eligibility for participation must be sent to the servicing human resources office and include a copy of the organization’s–
 - (a) articles of incorporation,
 - (b) bylaws, and
 - (c) Internal Revenue Service nonprofit statement.

The request should also include any other information indicating that the organization has a principal function of offering professional advisory, research, education, development, or related services to governments or universities concerned with public management.
- e. Upon approval, the certification of eligibility becomes a part of the official record to be retained by the servicing human resources office with the *Assignment Agreement*.

6. LENGTH OF ASSIGNMENTS.

- a. IPA assignments–
 - (1) may be intermittent, part-time, or full-time and can be made initially for any period of up to 2 years;
 - (2) should be kept to the minimum time necessary to complete the assigned tasks; and
 - (3) may be extended for up to a total of 4 years (including the period of the initial assignment) for purposes of mutual benefit to the participating organizations.
- b. A DOE employee may not serve more than a total of 6 years on IPA assignments during his or her Federal career. (This restriction applies only to Federal employees.) OPM may waive this provision upon request or concurrence of the Director of Human Resources Management.
- c. DOE may not send or receive on assignment an employee who has served on assignment(s) for 4 continuous years without at least a 12-month return to duty with the employer to which he or she was originally assigned.
- d. Placement of an employee in the same commuting area within a DOE element will generally be viewed as a continuation of the initial assignment.
- e. Assignments automatically end on the date indicated in the *Assignment Agreement* or whenever the participating employee is no longer employed with the permanent employer. In the latter case, the employer and the employee must so inform the host organization at least 30 days in advance, or as soon as possible.

7. ARRANGING ASSIGNMENTS.

- a. Assignments must be implemented through written *Assignment Agreements*. Unless otherwise specified, provisions in this Manual apply equally to assignments involving DOE employees and employees of non-Federal entities.
- b. *Assignment Agreements* must be signed by the designated DOE approving official (i.e., Head of the DOE element or the Executive Resources Board Chair, as applicable), the appropriate official of the other participating organization, and the employee. All appropriate DOE concurrences should be obtained before final approval. [See paragraph 3e(1) above.]
- c. Assignments are management-initiated actions that may be proposed by either an eligible non-Federal entity or DOE management.

- (1) Only management representatives and personnel staff should participate in the initiation and negotiation of assignments. Employees should not become involved in initiating or proposing their own assignments to non-Federal entities, nor should DOE officials deal directly with individual employees who personally seek assignments to the Department. If contacted regarding assignments, DOE employees should refer interested parties to their supervisors.
 - (2) As stated in this chapter, paragraph 2a, "Requirements and Expectations," assignments should not be arranged to meet the personal interests of employees, to circumvent personnel ceilings and contractor support limitations, or to avoid unpleasant personnel decisions.
 - (3) Assignments are voluntary and must be agreed to by employees.
8. LIABILITY STATUTES. The Federal Tort Claims Act and any other Federal tort liability statutes apply to all persons participating in IPA assignments.
9. STANDARDS OF CONDUCT PROVISIONS AND CONFLICT-OF-INTEREST LAWS. See Appendix B.
10. RELEASE OF INFORMATION. IPA *Assignment Agreements* and other information pertaining to assignments are agency records within the meaning of the Freedom of Information Act and the Privacy Act. The information they contain are subject to the rules for releasing and protecting information under those Acts. If the records sought contain that could be used to identify the individual, the removal of this data may be appropriate, but other portions of the records should be disclosed. Usually, an appropriate exemption relates to an unwarranted invasion of personal privacy, cited in 5 U.S.C. 552 (b)(6). Statistical data, information on agency participation in the IPA Assignment Program, and other general information concerning the program are available to the public.
11. AMENDMENTS, EXTENSIONS, AND TERMINATIONS.
 - a. Amendments and Extensions. DOE will complete the *Assignment Agreement* to amend or extend an assignment and will obtain signatures of all parties to the original agreement. Additionally, the concurrences designated in paragraph 3 above, "Responsibilities," are required prior to final execution (i.e., before signing the agreement).
 - b. Terminations. When terminations are necessary, participating organizations should be notified by letter as soon as possible, and copies should be provided to the servicing human resources office and other organizations that were required to concur in the initial assignment (i.e., General Counsel, Office of Chief Financial Officer, and the Executive Resources Board Chair). Assignments may be terminated at any time at the option of either

participating party. Usually, terminations occur when projects are completed ahead of schedule or the desired results are not being achieved.

- c. Informing Employees. Management officials in the host or parent organization should inform employees of decisions to amend, extend, or terminate assignments.

12. FINANCIAL COMPENSATION.

- a. Financing Assignments. Participating organizations may negotiate the financial arrangements governing an assignment. Financial aspects include pay, fringe benefits, relocation costs, travel and per diem expenses, and supplemental pay (in unique circumstances). DOE uses program dollars to fund assignments coming to DOE.

- b. Cost Sharing.

- (1) Participating organizations may agree to establish an assignment on a wholly reimbursable, partially reimbursable, or non-reimbursable basis. Usually, because the work to be performed is of mutual benefit to both organizations, both organizations should share the cost of the assignment
- (2) If the cost is to be fully borne by one organization, justification for such an arrangement must be attached or included in the *Assignment Agreement*.
- (3) A minimum target for each DOE organization receiving an assignee should be for the home organization to pay at least 15 percent of salary and benefits.
- (4) Waiver of overhead costs may not be accepted as cost sharing.

13. PAY COMMENSURATE WITH DUTIES. Although the IPA Assignment Program provides more flexibility in assigning individuals than the traditional merit staffing procedures for competitive service appointments, each assignment must be carefully reviewed to ensure that the employee's experience and pay level are commensurate with the duties assigned. Proposals for other assignments must be supported; for example, the following information should be included when applicable:

- The individual "is recognized as an "expert" sought out by peers; (*or similar considerations*). *He/she* is uniquely qualified for this assignment because of his/her (*indicate assignee's special knowledge, skills, abilities, talents, and/or the unique capabilities, experience, or achievements*), which will have an important effect on the duties and responsibilities of this position. For example, (*briefly specify*).
- *His/her* performance will broaden the nature and scope and effect of the work being performed, and *he/she* is expected to make a continuing contribution to the organizational mission, efficiency and economy, etc.

(Add, if appropriate) The exceptional ability of the assignee may lead to the attraction of _____, and *he/she* will be given special authority to speak for DOE and commit the Department in _____.

14. SUPPLEMENTAL PAY.

- a. The servicing human resources office should be notified if a proposed assignment would result in either of the following supplemental pay situations.
 - (1) Appointment of DOE Employees. DOE employees are usually detailed rather than appointed to IPA assignments. An employee who is appointed cannot, however, receive less pay than he or she would have received as a DOE employee. In this instance, the employee must receive supplemental pay to make up the difference between the rate of pay of the DOE position and that of the IPA appointment. (This provision does not apply to employees detailed to IPA assignments; that is, those who receive their regular rate of pay.)
 - (2) Details to DOE involves Higher Rates of Pay. In some cases, supplemental pay must also be authorized for incoming assignees. An assignee detailed to a classified DOE position with a higher rate of pay than his or her permanent position must receive supplemental pay to make up the difference between the rate of pay of the non-Federal permanent position and that of the DOE position.
- b. Supplemental pay cannot be paid in advance or in a lump sum. It is not conditional on the completion of the full period of assignment. Although DOE must be reimbursed for supplemental pay due its employees, supplemental pay may be paid directly to non-Federal assignees, or reimbursed to their employers, as agreed to in the *Assignment Agreement*. The supplemental payment may vary during the assignment as the assignee's regular salary varies and as revisions to the Federal pay plan occur.

15. ALLOWABLE/UNALLOWABLE COSTS. Certain costs for incoming assignees are not allowed. For example, DOE will not pay automobile allowances or any overhead or indirect costs (e.g., office space and administrative services). In addition, employees assigned to DOE will not be paid for fringe benefits unique to the assignee's place of employment, such as fees for on-site hospital/clinic services, tuition plans for the assignee only (payment not authorized for plans covering the assignee's dependents), sabbaticals, athletic or health club memberships, parking, etc.

16. TRAVEL, TRANSPORTATION, AND ASSOCIATED COSTS.

- a. General. Travel costs for assignees are allowed in accordance with the Federal Travel Regulation (§301-11.14 through 11.16) and DOE 1500.2A, TRAVEL POLICY AND PROCEDURES. Assignees will not be paid for any travel not related to the DOE assignment.

b. Pay and Travel Allowances when Moving to a New Location.

- (1) Participating organizations must decide whether DOE will pay all, some, or none of an assignee's pay and travel allowances to cover the personal move from one location to another.
- (2) While at the assignment location, the assignee may be paid **either** a reduced per diem allowance **or** relocation expenses, whichever option is the lesser amount.
 - (a) Per diem allowances at the IPA assignment location cover only the assignee.
 - (b) Relocation allowances are allowed for travel and transportation of the assignee's immediate family, household goods, and personal effects. Initial travel to assignment location and subsequent return to permanent employer at the end of the assignment must not exceed the cost of a Federal contract common carrier.
- (3) The host organization decides which allowance to pay. This decision must be included in the *Assignment Agreement* before the assignment begins. In all cases, the amount of payment will be capped at the lower of the following costs: that of relocation or 2 years of reduced per diem (1 year if the IPA assignment is for 1 year).
- (4) Before the effective date of the *Assignment Agreement*, the assignee must be advised of the travel allowance decision and fully informed of allowances, payment processing, and his or her responsibilities.
- (5) DOE may **not** pay travel or relocation expenses to an assignee for any period prior to the date the initial agreement is signed by all parties.
- (6) Reduced per diem will not be paid beyond the initial 2 years of the assignment. Subsequent extensions of the assignment beyond that period will not entitle the assignee to the per diem allowance.

17. RELOCATION ALLOWANCES.

- a. If relocation allowances are authorized, DOE may reimburse the employee and his/her immediate family for the following expenses:
 - (1) transportation and shipment of household goods and personal effects to and from the assignment location, not to exceed 18,000 pounds;
 - (2) per diem allowances to and from the assignment location;

- (3) subsistence allowance while occupying temporary quarters at the assignment location and on return to the former duty station, not to exceed 30 days in each instance;
 - (4) nontemporary storage of household goods and personal effects in connection with assignment to an isolated location;
 - (5) temporary storage of household goods, not to exceed 60 days;
 - (6) relocation income tax allowance (payment to offset the tax consequences for the move; for example, reimbursements for temporary quarters and the shipment of household goods are taxable income, and the amount of DOE reimbursement for these expenses may include tax considerations resulting from the move); and
 - (7) miscellaneous expenses if shipment and storage of household goods are involved.
- b. When using the relocation option, the assignee will be required to sign an agreement to remain at that assignment for at least 1 year. If the assignee violates this agreement, he or she must repay subsistence expenses and the costs for shipping.
 - c. Because an IPA assignment is considered “temporary,” reimbursement of home sale or buying expenses is not authorized. In addition, use of the Department’s relocation services contract or portions thereof is not authorized.

18. PER DIEM ALLOWANCES.

- a. Per diem allowances cover lodging and food. Based on DOE requirements, reduced per diem allowances may be paid to assignees who incur expenses for conventional lodging (e.g., apartment rental) and who continue to maintain their permanent residence (home) outside the commuting area of the assignment location. Per diem allowances are intended for short-term assignments of 2 years or less. Payment of per diem beyond the initial 2-year assignment period is not authorized even if the assignment is extended beyond that time. **A statement regarding this limitation should be included in the *Assignment Agreement* whenever per diem is approved.**
- b. Reimbursable expenses for authorized per diem include the following:
 - (1) travel for the employee only, including a per diem allowance, to and from the assignment location; and
 - (2) a reduced per diem allowance at the assignment location after the first 30 days of the assignment.

- c. Per diem allowances for extended periods of temporary duty (TDY) associated with IPA assignments must be flat rates, based on surveys of lodging and subsistence costs at the assignment location. For a specific IPA assignment, the maximum rate for lodging should not exceed 55 percent of the TDY lodging allowance for the assignment location. In addition, the rate should be based on prevailing rental costs for a furnished efficiency or one-bedroom apartment for a period equal to the length of the assignment. Higher costs associated with larger accommodations or luxury apartments and services are the responsibility of the assignee.
- d. Although the assignee is not required to submit lodging receipts, reimbursement is contingent on the use of commercial lodging. Assignees lodging with friends and relatives will not be reimbursed for lodging; they will be reimbursed the subsistence amount only.
- e. The subsistence allowance should be based on the average cost of meals as provided in the U.S. Department of Agriculture's "Official USDA Food Plans: Cost of Food at Home at Four Levels," plus \$1 to \$2 per day for incidental expenses. These rates should be reviewed periodically and updated as necessary.
- f. The flat rate per diem allowance for lodging and food is not payable for any day the assignee is on annual leave for 4 hours or more or at his/her permanent residence.
- g. The subsistence portion of the per diem allowance will be deducted for each day the assignee is on official travel away from the assignment location because meal and incidental expenses are paid as part of travel per diem.

19. TAXATION OF TRAVEL EXPENSE REIMBURSEMENTS.

- a. The Energy Policy Act of 1992 amended section 162 of the Internal Revenue Code to provide that employment away from home in excess of 1 year will **not** be treated as "temporary." Therefore, the section 162 deduction for business travel expenses incurred while away from home will not be allowed for any period of employment in excess of 1 year.
- b. For assignments extending beyond 1 year, assignees should be informed that travel reimbursements received for duty at that location are subject to income tax withholding. If it is known at the time of the assignment that the period will exceed 1 year, taxes will be withheld for the entire period of the assignment. Otherwise, taxes will be withheld from the point that official action is taken to extend the assignment beyond 1 year. The program office is responsible for notifying the employee of this potential tax liability and for reporting it to the servicing accounting office to ensure proper withholding.

20. AWARDS.a. Awards Based on Ratings of Record.

- (1) A DOE employee remains a Federal employee if serving on **detail** during an assignment and must receive his or her performance appraisal in accordance with the local DOE performance appraisal program. Under a program that grants awards based on ratings of record, an assignee whose performance rating merits an award should be granted the award as if he or she were not on the IPA assignment.
- (2) A DOE employee who is appointed as an **employee** of the host organization will not be eligible for any DOE performance award; instead, that person would be eligible for awards in accordance with the policies and provisions of the host organization. If the employee is under a negotiated agreement that differs from the above, the negotiated agreement will be followed.
- (3) IPA assignees on detail to the Department, without Federal appointment status, are not eligible for performance cash awards.
- (4) Assignees appointed by the Department are eligible for the same awards as other DOE employees with like appointments, status, and performance ratings.

b. Other Awards.

- (1) In accordance with local requirements, DOE employees are eligible to receive monetary and non-monetary awards of all types, including rank awards, suggestion awards, and time-off awards for their work while on assignments outside the Department.
- (2) In deciding whether DOE employees serving on assignments outside the Department should receive awards related to their performance while on detail, managers and supervisors should consider the relationship between the awards and contributions to DOE mission(s). The benefit accruing to the programs and missions of the Department must be significant for individuals to merit cash awards. If both the host organization and DOE benefit from an employee's actions, both organizations should share the cost of the award. To do this, the host organization must pay its share of the award directly to DOE because DOE employees cannot accept funds from a non-DOE source.

c. Quality Step Increases (QSIs). Employees on IPA assignments, either to DOE or from DOE, on detail or appointment, are not eligible to receive quality step increases (QSIs) during the assignment period. QSIs are not appropriate because of the temporary nature of the assignment, which prevents a supervisor from certifying that the level of performance will continue after the IPA assignment is complete.

21. LEAVE (ANNUAL AND SICK). Generally, an assignee continues to earn leave under the permanent employer's leave system and appropriate absences from duty are charged against that leave. For Federal assignees, leave will not be restored; therefore, it is important to schedule leave throughout the year so that it will not be lost at the end of the leave year. For all assignees, the use of leave must be approved by the supervisor at the participating organization. **The responsibility for documenting leave earned and leave used is to be specified in the *Assignment Agreement*, along with a requirement that the leave and hours worked are to be reported and certified by a designated official of the participating organization.**

CHAPTER II

ASSIGNMENTS OF DOE EMPLOYEES

1. GENERAL. DOE employees cannot earn less on IPA assignments than they would earn in their Federal positions.
2. OBLIGATED SERVICE REQUIREMENT. A DOE employee must agree, as a condition of accepting an assignment, to return to the Federal government and to serve for a period of time equal to the length of the assignment. If the employee reneges on this agreement, he or she must reimburse the Department for its share of the costs (excluding salary and benefits). This stipulation also applies to former assignees who are terminated for cause. Heads of DOE elements or the Executive Resources Board Chair, as appropriate, may approve requests to waive this reimbursement when provided with documentation in accordance with DOE 1500.2A, as authorized under 5 CFR 334.105.
3. PERFORMANCE APPRAISALS.
 - a. While on assignments, employees must receive annual ratings as prescribed under the applicable DOE organization's performance appraisal system.
 - b. Before an assignment begins, a performance agreement should be prepared and agreed to by all parties involved in the assignment, including the assignee, the supervisor at the participating organization, and the assignee's DOE rating official. The agreement should identify the tasks and assignments the assignee is expected to perform. There is no required format for this agreement, which may be in the form of a letter or memo.
 - c. An assignee's DOE rating official should receive an evaluation of his or her performance while away on assignment. The information received will be considered in the assignee's performance rating, in accordance with the scheduled performance appraisal period.
 - d. The supervisor at the participating organization will periodically discuss the assignee's performance with him or her and will also periodically contact the DOE supervisor to discuss the assignee's performance. This requirement must be stipulated in the *Assignment Agreement*.
4. SENDING DOE EMPLOYEES ON ASSIGNMENTS. An eligible employee, with his or her consent, may be sent on an assignment either by a detail or by appointment in the participating organization while on leave without pay from his or her DOE position. In either case, the assignee remains an employee of the Department for all purposes except work and supervision. As such, he or she retains the rights and benefits of a Federal employee. The assignee continues to be subject to statutory and regulatory restrictions, such as the Hatch Act, Standards of Conduct, and financial disclosure provisions.

5. CHOOSING BETWEEN DETAILS AND APPOINTMENTS.

- a. Details are almost always preferred over appointments because salaries and contributions to employee benefits are easier to continue. For appointments, employees are placed on leave without pay, and employers must make special provisions to allow the employees to continue their contributions to employee benefits such as life insurance, health insurance, and retirement. The choice of the most appropriate type of assignment—detail or appointment—may be influenced by various factors, including the nature of the position, duties to be performed, and DOE’s decision concerning payment of expenses. For example, the gaining non-Federal organization may require an appointment when a position requires the assignee to exercise legal or fiscal authority or to perform supervisory duties.
- b. If an organization plans to place an employee on leave without pay so he or she can be appointed by the host organization, the servicing human resources office and the Office of the Assistant General Counsel for General Law must be contacted regarding the implications.

6. DETAILS. Pay, allowances, privileges, rights, seniority, retirement, insurance, and other benefits are preserved and remain in effect during a detail assignment, even though these costs may be reimbursed in whole or in part by the participating organization. DOE employees assigned outside the Department are eligible to receive Federal comparability increases and other Federal pay differentials.

- a. Workweek, Hours of Duty, and Holidays.
 - (1) The participating organization will determine a detailee’s workweek and hours of duty, but full-time employees must work at least 40 hours a week. The detailee’s tour of duty on assignment must not conflict with laws or regulations governing his or her Federal workweek, hours of duty, or holidays.
 - (2) The detailee will either be excused from duty on all Federal holidays without charge to leave, he or she will receive holiday pay for work performed. DOE must agree in advance before work is performed on a Federal holiday, and the requirement should be included in the *Assignment Agreement*. Detailees who must work more than 8 hours on a Federal holiday must be paid at their normal hourly rate for hours worked in excess of their normal schedules. The participating organization may excuse the detailee from duty on a holiday observed by that organization without charge to leave, but the employee will not be entitled to premium pay if required to work that day.
- b. Locality Pay. An employee detailed for a period of 1 year or less will be paid the locality rate of pay for his or her permanent position. The locality rate paid to employees detailed for more than 1 year will be paid as follows:

- (1) An employee who receives per diem will be paid the locality rate of his or her permanent position.
- (2) An employee paid relocation expenses will be paid the locality rate applicable at the area of his or her temporary assignment.

7. RETURN TO DUTY.

- a. At the completion of assignments, DOE must either return employees to the same position they occupied immediately before their assignments began or reassign them to other positions of like pay and grade level. Any organizational or staffing changes affecting the positions from which employees were assigned should be brought to their attention. Employees should be notified of the positions to which they will be returned at least 30 days before the end of their assignments.
- b. DOE should make special efforts to use returning employees in a manner to benefit from the experience and insights gained during their assignments.

8. APPLICABILITY OF OTHER FEDERAL ACTIONS.

- a. Reduction-in-force procedures apply to employees on IPA assignments. Certain situations justify the use of either a temporary, continuing exception to the order of release, not to exceed 90 days, or a continuing exception to avoid undue interruption or a disruptive, premature termination of an assignment. Detailed information is provided in 5 CFR 351.
- b. Assignees must receive appropriate consideration for promotion in accordance with local merit promotion plans. All other personnel actions that could apply to Federal employees or to their to their positions (e.g., reclassification, transfer of function, reassignment), continue to apply while employees are on assignment.

CHAPTER III

ASSIGNMENTS OF NON-FEDERAL EMPLOYEES WITH DOE

1. OVERVIEW. An eligible employee may serve on an IPA assignment with DOE via a temporary appointment or detail. In either case, this individual may supervise Federal employees. DOE should not offer permanent appointments to assignees, nor should assignments be used as a mechanism to facilitate career changes.
2. DETAILS.
 - a. Employee Status. Non-Federal assignees remain employed by their employing organizations for most purposes, consistent with applicable personnel policies of the permanent employer.
 - b. Identification of Position. An individual may be assigned to an established, classified position, or may be given a set of ad hoc, unclassified duties, relevant to the specific assignment.
 - c. Compensation. The permanent employer pays the assignee. There is no entitlement to pay from DOE; however, the Department may reimburse the permanent employer for part or all of the employee's salary as well as for the employer's contribution to the assignee's benefits, as indicated in the *Assignment Agreement*.
 - d. Workweek and Hours of Duty. Assignees will normally have the same workweeks and hours of duty as Federal employees in the organizations to which they are assigned.
 - e. Holidays. Assignees will observe DOE holidays in accordance with laws and regulations. Accordingly, even if a Federal holiday is not observed by a permanent employer, the employee should be excused from duty on that day.
 - f. Annual and Sick Leave. Assignees are covered under their permanent employer's leave system. The *Assignment Agreement* will specify how the permanent employer is to be notified of leave taken by assignees. The use of leave must be approved and certified by the DOE supervisor, who is to report leave to the permanent employer. Any unused leave will not be paid by DOE, a provision that must be stated in the *Assignment Agreement*.
 - g. Retirement, Health Benefits, and Life Insurance. Assignees are not eligible for these benefits under Federal law. During the period of assignment, coverage is continued with the permanent employer, consistent with personnel policies of that organization.

3. APPOINTMENTS. An assignee may be given an excepted appointment for up to 2 years, which may be extended for up to 2 additional years. Usually, the assignee is appointed at the minimum rate of the grade; however, an advanced step rate may be granted based on superior qualifications of the assignee or special need.
 - a. Workweek, Hours of Duty, and Holidays. Assignees appointed by DOE will have the same workweeks, hours of duty, and holidays as other DOE employees in the organizations to which they are assigned.
 - b. Within-Grade Increases. Assignees who receive Federal appointments are eligible for consideration for within-grade increases.
 - c. Leave and Pay Differentials. Assignees are entitled to accumulate and use leave to the same extent as other Federal employees; they are also entitled to cost-of-living allowances and other pay differentials.
 - d. Health Benefits, Retirement, and Life Insurance Coverage.
 - (1) Health Benefits. Assignees are not entitled to enroll in the Federal Employees Health Benefits Program **unless** their Federal assignment results in the loss of coverage under the permanent employer or local health benefits system, the premium of which has been paid in whole or in part by the employer.
 - (2) Retirement. Assignees are not covered by any retirement system for Federal employees or by the Federal Employees' Group Life Insurance Program. Coverage under social security continues for assignees covered by their employers' social security. Coverage will not be provided as a part of Federal appointment for employees who do not have social security coverage.
 - (3) Continuation of Coverage. If employers are unable to continue contributing to retirement, life insurance, or health benefits plans, DOE may agree to pay the employers' share of these costs. *Assignment Agreements* should specify whether employers will continue to cover these benefits and what costs, if any, DOE will pay. If DOE agrees to pay an employer's share of these costs, the *Assignment Agreement* should provide for the employer to bill the DOE program office quarterly.
4. PERFORMANCE APPRAISALS.
 - a. Assignees given temporary appointments must receive annual ratings as prescribed under the applicable organization's performance appraisal system. Detailees should also receive annual ratings.

- b. Before an assignment begins, a performance agreement should be prepared and agreed to by all parties involved in the assignment, including the assignee, the supervisor at the participating organization, and the DOE supervisor. The agreement should be prepared to identify the tasks and assignments the assignee is expected to perform. There is no required format for this agreement, which may be in the form of a letter or memo.
 - c. The DOE supervisor will periodically discuss the assignee's performance with him or her and will also periodically contact the permanent supervisor to discuss the assignee's performance. This requirement should be stipulated in the *Assignment Agreement*.
5. SALARIES AT OR ABOVE EXECUTIVE LEVEL I. Special documentation is required for approval of proposed DOE assignments when salaries equal or exceed the rate of pay for Executive Level I positions, except for SES and equivalent positions that are approved by the Executive Resources Board Chair.
- a. Documentation. The proposing organization must provide the following information for final determination by the Deputy Secretary:
 - (1) how the position/duties to be performed reflect the need for an individual to be paid at the level proposed;
 - (2) the unique qualifications/current compensation of the individual proposed for the IPA assignment;
 - (3) information concerning the search that was conducted;
 - (4) as applicable, comparable offers,
 - (5) other options considered or potentially available to meet the need at a lower cost (including increasing cost-sharing above the DOE-recommended 15 percent minimum for the individual's parent organization);
 - (6) an explanation of the total cost of the assignment, and
 - (7) a breakdown of costs to be paid by DOE.
 - b. Review Process. The head of the requesting DOE element will prepare an action memorandum to the Deputy Secretary for final determination, transmitting the *Assignment Agreement* package and the documentation specified above. Requests will be routed through the Office of the Assistant General Counsel for General Law, Office of Chief Financial Officer, **and** Director of Human Resources Management or Headquarters Personnel Officer for NNSA, respectively, for comment/concurrence. Packages for field organizations should be sent to the Office of Human Resources Policy and Planning for coordination.

APPENDIX A

MASTER GOVERNMENT LIST OF DOE FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTERS - FY 2000

This list is updated each fiscal year; for updates, visit <http://www.nsf.gov/sbe/srs/ffrdc>

ADMINISTERED BY INDUSTRIAL FIRMS

Idaho National Engineering and Environmental Laboratory
(Bechtel BWX Technologies Idaho, LLC)
Idaho Falls, ID

Oak Ridge National Laboratory
(Lockheed Martin Energy Research Corp.)
Oak Ridge, TN

Sandia National Laboratories
Sandia Corporation (a subsidiary of Lockheed Martin Corp.)
Albuquerque, NM

Savannah River Technology Center
(Westinghouse Savannah River Co.),
Aiken, SC

ADMINISTERED BY UNIVERSITIES AND COLLEGES

Ames Laboratory
(Iowa State University of Science and Technology)
Ames, IA

Argonne National Laboratory
(University of Chicago)
Argonne, IL

Ernest Orlando Lawrence Berkeley National Laboratory
(University of California)
Berkeley, CA

Fermi National Accelerator Laboratory
(Universities Research Association, Inc.)
Batavia, IL

Lawrence Livermore National Laboratory
(University of California)
Livermore, CA

Los Alamos National Laboratory
(University of California)
Los Alamos, NM

Princeton Plasma Physics Laboratory
(Princeton University)
Princeton, NJ

Stanford Linear Accelerator Center
(Leland Stanford, Jr., University)
Stanford, CA

Thomas Jefferson National Accelerator Facility
(Southeastern Universities Research Association, Inc.)
Newport News, VA

**ADMINISTERED BY OTHER NONPROFIT INSTITUTIONS, INCLUDING
UNIVERSITY CONSORTIA**

Brookhaven National Laboratory
(Brookhaven Science Associates, Inc.)
Upton, Long Island, NY

National Renewable Energy Laboratory
(Midwest Research Institute)
Golden, CO

Pacific Northwest National Laboratory
(Battelle Memorial Institute)
Richland, WA

Note: DOE decertified or removed the following from its list of Federally Funded Research Development Centers: Bettis Atomic Power Laboratory, Hanford Engineering Development Laboratory, and Knolls Atomic Power Laboratory, Energy Technology Engineering Center, the Inhalation Toxicology Research Institute, and Oak Ridge Institute for Science and Education (ORISE).

APPENDIX B

SUMMARY STANDARDS OF CONDUCT PROVISIONS AND CONFLICT-OF-INTEREST LAWS for IPA ASSIGNEES

All Intergovernmental Personnel Act (IPA) assignees, whether on assignment to the Department of Energy (DOE) from non-Federal entities (incoming IPA assignees) or on assignment from DOE (outgoing IPA assignees), are subject to the same conflict-of-interest statutes and regulations as are other DOE employees. All incoming assignees must sign a "Conflict-of-Interest Certification," which discusses these provisions.

1. FINANCIAL CONFLICTS OF INTEREST. Title 18, United States Code (U.S.C.), Section 208(a), prohibits employees from participating personally and substantially in any particular matter in which the employee has a financial interest. For purposes of this statute, the interests of any of the following are attributed to the employee: the employee's spouse, minor child, or general partner; any organization in which the employee is serving as officer, director, trustee, general partner, or employee; or any person or organization with whom the employee is negotiating or has any arrangement concerning prospective employment.
2. Outside Employment. DOE regulations [5 Code of Federal Regulations (CFR) 3301] provide that an employee who intends to engage in outside employment must obtain prior written approval his or her immediate supervisor and the counselor (i.e., for headquarters' employees, the Office of the Assistant General Counsel for General Law; for field employees, the field counsel).

Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR 2635) restrict an employee's outside activities. Subpart G prohibits the use of public office for the private gain of friends, relatives, or persons (including nonprofit organizations) with whom the employee is affiliated in a nongovernmental capacity, and prohibits the use of official time other than in an honest effort to perform official duties. Subpart H prohibits an employee from engaging in outside employment or any other outside activity that conflicts with his or her official duties and, with limited exceptions, prohibits an employee from receiving compensation from any source other than the Government for teaching, speaking, or writing that relates to the employee's official duties.

3. REPRESENTING OTHERS TO THE FEDERAL GOVERNMENT. There are criminal statutes applicable Governmentwide that also affect DOE employees' outside activities. Title 18 U.S.C. 203 and 205, prohibit an employee from representing, with or without compensation, any party other than the United States before any court, department, agency, or officer of the United States, in connection with any particular matter in which the United States is a party or has a

direct and substantial interest. Therefore, employees are prohibited from contacting, discussing, or attending meetings with the Government on behalf of another where there is an adversarial context; that is, no contacts may be made about a matter in which the Government and the party on whose behalf the employee is acting have inconsistent or *potentially* inconsistent interests. Prohibited representations also include communications regarding any funding issues.

4. POLITICAL ACTIVITIES. All employees are subject to criminal restrictions on soliciting political contributions. In addition, DOE employees taking an IPA assignment outside of the Department are prohibited from conducting political activity on Government property or during official time, using their official authority to interfere with or affect the result of an election, being a partisan candidate for public office, coercing fellow employees to engage in any political activity, and seeking to influence the political activity of persons doing business with the Department. Incoming assignees should seek additional guidance from the Office of the Assistant General Counsel for General Law before actively engaging in partisan political activity.
5. POST-EMPLOYMENT RESTRICTIONS. A criminal statute places a lifetime bar on anyone acting as another's representative to the Government with respect to a particular matter involving a specific party in which he or she participated personally and substantially as a Government employee [18 U.S.C. §207(a)(1)]. Other post-employment restrictions may apply, including procurement integrity restrictions, depending on the position, duties, and amount of compensation of the IPA assignee.
6. FINANCIAL DISCLOSURE REQUIREMENTS. All outgoing assignees are required to continue to file financial disclosure reports as they normally would in their Department positions. All incoming assignees are required to file a Confidential Financial Disclosure Report (OGE 450) prior to approval of the *Assignment Agreement*. Assignees must also file an OGE 450 each year by October 31 and with every incoming assignment extension.

APPENDIX C

U. S. DEPARTMENT OF ENERGY CONFLICT-OF-INTEREST CERTIFICATION FOR INCOMING IPA ASSIGNMENTS

To be completed by individuals assigned to the U.S. Department of Energy under the Intergovernmental Personnel Act before the assignment begins.

1. I understand that my assignment with the Department of Energy (DOE) under the Intergovernmental Personnel Act (IPA) subjects me to the same conflict-of-interest statutes and regulations that apply to other DOE employees in equivalent positions.
2. I agree to file a Confidential Financial Disclosure Report (OGE 450) each year by October 31 during my IPA assignment.
3. I have received a copy of the *Standards of Ethical Conduct for Employees of the Executive Branch* and the DOE supplemental regulations, and agree to be bound by the provisions therein.
4. If I have any questions relating to any of these requirements or the conflict-of-interest provisions, I will contact a DOE ethics counselor in the Office of the Assistant General Counsel for General Law at 202-586-1522.

(Signature)

(Date)

(Printed Name)

(Non-Federal Employer)

APPENDIX D

REQUIRED TRANSMITTAL IPA ASSIGNMENTS OF DOE EMPLOYEES

To be completed by DOE to transmit the Assignment Agreement (Optional Form 69) when sending DOE employees on IPA assignments

*(Participating Organization's
Inside Address)*

Dear _____:

This letter and accompanying Optional Form 69, *Assignment Agreement*, constitute the written record of the obligations and responsibilities of the U.S. Department of Energy (DOE), the *(participating organization)*—(hereafter referred to as “organization”) and *(assignee's name)* regarding the Intergovernmental Personnel Act (IPA) assignment of *(assignee's name)*.

Under this agreement, *(assignee's name)* will be assigned on detail from DOE to *(organization)* for a period of *(indicate period; e.g., 6 months, 1 year, 2 years, etc.)* beginning *(proposed effective date)*, or when all parties have signed the agreement, whichever is later. *(Assignee's name)* will work as a *(title and one- or two-sentence description of duties)*. Prior to the effective assignment date, in consultation with the assignee and the DOE rating official, the host supervisor will prepare a performance agreement to identify the tasks and performance expectations on which the assignee will be evaluated.

While on the assignment, *(assignee's name)* is still a Federal employee and thus is subject to all of the requirements, including the ethical restrictions, that govern the actions of a Federal employee. In this regard, *(assignee's name)* has been advised that he or she may not represent *(organization)* to the Federal government, including DOE. Prohibited representation includes any dealings with the Federal government in an adversary context; that is, any contacts about a matter in which the Federal government and *(organization)* have inconsistent or potentially inconsistent interests. Prohibited representation also includes any contacts regarding funding issues. Guidance further explaining the ethical restrictions is enclosed.

(Organization) will not be precluded from consideration for Department support on the basis of *(assignee's name)* assignment during or after the assignment period.

APPENDIX E

REQUIRED TRANSMITTAL IPA DETAILS TO DOE

*To be completed by DOE to transmit the Assignment Agreement (OF 69)
for individuals detailed to DOE*

*(Inside Address of
Participating Organization)*

Dear _____:

This letter and accompanying Optional Form 69, *Assignment Agreement*, constitute the written record of the obligations and responsibilities of the U. S. Department of Energy (DOE), the *(participating organization)* (hereafter referred to as “organization”), and *(assignee’s name)* regarding the Intergovernmental Personnel Act (IPA) assignment of *(assignee’s name)*.

Under this agreement, *(assignee’s name)* will be assigned on detail from *(organization)* to DOE for a period of *(indicate period of assignment; e.g., 1 year)*, beginning *(proposed effective date)*, or when all parties have signed the agreement, whichever is later. *(Assignee’s name)* will work as a *(title)* under the supervision of *(supervisor’s name)*.

I have been assured that *(assignee’s name)* will not be involved with ongoing or proposed programs ***(include if statement is correct)*** supported by the Department with *(name of permanent employer)*. *(Name of permanent employer)* will not be precluded from consideration for Department support on the basis of *(assignee’s name)* assignment during or after the assignment period. *(Assignee’s name)* will be subject to the conflict of interest restrictions applicable to DOE employees during his *(or her)* employment and upon separation from the Department.

OPTIONAL PARAGRAPH: *(name of permanent employer)* will not be held liable for *-(assignee’s name)’s* actions while *he/she* is acting within the scope of *his/her* DOE assignment. Patents or inventions developed or conceived by *(assignee’s name)* during the period of *his/her* assignment shall be administered in accordance with Department of Energy Acquisition Regulation 952.227-71.

The *(organization)* will continue to pay *(assignee’s name)* salary and fringe benefits (if appropriate, add) and DOE will reimburse *(indicate dollar amount or percent)*. *(Assignee’s name)* will request approval for leave from his *(or her)* DOE supervisor (or designee). In addition, *(assignee’s name)* will report his *(or her)* time and attendance to his *(or her)* assigned DOE supervisor (or designee), who will

in turn report the time and attendance and submit the appropriate documentation to *(name of permanent employer)* timekeeper. DOE will pay for any travel it requires of *(assignee's name)* related to per diem and travel expenses not to exceed the cost of common carrier to and from the assignment in accordance with Federal and DOE travel regulations and 5 United States Code 3375. *(Assignee's name)* will be reimbursed for official DOE travel in accordance with Federal and DOE travel regulations. In addition, DOE will provide appropriate office space and support for *(assignee's name)*, including communications access, normal and proprietary materials storage, clerical support, office equipment, and supplies.

This agreement may be terminated, with reasonable notice, at any time at the option of DOE or *(organization)*.

Four copies of Optional Form 69 are enclosed. If you concur in this agreement, please have the official authorized to sign on behalf of *(organization)* sign all four forms. Please retain a copy of the letter and Optional Form 69 for your files, and return three copies of the letter and the form to *(DOE's contact person)* of my office. If you have any questions about the agreement or this letter, please call *(DOE's contact person)* at *(phone number)*. DOE will provide *(assignee's name)* with a completely executed copy of the letter and the form..

Sincerely,

(Head of DOE Element or Servicing Human Resources Office)

Enclosures:

OF-69 (4)

Summary of Standards of Conduct Provisions (Appendix B of DOE M 321.X-1)

SF-1034 (If DOE reimburses for assignment)

Block A: _____
(Signature - Participating Organization Official) *(Date)*

Block B: _____
(Signature - Assignee) *(Date)*

cc: Assignee (with enclosures)

APPENDIX F

SAMPLE LETTER FROM PARTICIPATING ORGANIZATION

To be used by participating organization in certifying its employee's salary and other information for completion of the Assignment Agreement prior to IPA detail to DOE

(DOE's Inside Address)

Dear _____:

This letter summarizes the terms and conditions under which *(participating organization)* agrees to provide *(assignee's name)* services to the Department of Energy (DOE) according to the provisions of the Intergovernmental Personnel Act (IPA) of 1970, as amended. *(Assignee's name)* will be detailed to DOE for a period of *(specify; e.g., 1 year)*, effective after all parties have signed the *Assignment Agreement, Optional Form 69*.

We understand that *(assignee's name)* will serve as a *(title of position, if applicable, and/or short description of duties)* in the *(DOE organization)*, *(city and state)*. *(Assignee's name)* will remain an employee of *(name of participating organization)* during this assignment.

(Participating organization) will bill DOE for *(indicate percent DOE will pay)* of *(assignee's name)* salary and fringe benefits, and *(participating organization)* will be responsible for *(indicate percent participating organization will pay)*. *(Participating organization)* will bill DOE on a quarterly basis for *(assignee's name)* salary and benefits. DOE will reimburse *(assignee's name)* as appropriate and specified in the *Assignment Agreement, OF 69*, for travel and transportation expenses and per diem or relocation expenses.

It is understood that DOE will not reimburse *(organization)* for any unused leave balance at the end of the IPA assignment at DOE. *(Organization)* will not be held liable for actions of *(assignee's name)* while *(he/she)* is acting within the scope of *(his/her)* DOE assignment. If applicable, patents or inventions developed or conceived by *(assignee's name)* during the period of assignment must be administered in accordance with Federal Conflict-of-Interest Statutes, Executive Branch rules, and DOE specific regulations and procedures.

Additional information is provided in the enclosure. If you have any questions or need additional information, please contact *(name and phone number of point of contact)*.

Sincerely,

(Name and Title)

cc: DOE Administrative Officer
Proposed Assignee, Name of Organization

(Enclosure)

EMPLOYER CERTIFICATION

(INFORMATION FOR IPA ASSIGNMENT AGREEMENT)

Name of employee Social Security No. ____-____-____

Title Office phone no ____-____-____

Employer No. of years employed ____

Dates employed in continuous pay status with the current employer
(*dd/mm/yy – dd/mm/yy*)

Current employment status:

Temporary __; Permanent __; effective date of present appointment (*mm/dd/yy*).

Home address:

Salary (*indicate dates*) This year \$ from _____ to _____

Next year (*indicate dates*) \$ from _____ to _____

Provide a percentage breakout on the following items based on the employee's salary:

Retirement	(\$) %
FICA	(\$) %
Health and Life Insurance	(\$) %
Workers' Comp	(\$) %
Unemployment Comp	(\$) %
Other benefits, specify below	(\$) %

Total Fringe Benefits (\$) %

Name, title, and phone number of current supervisor _____

Vacation (annual leave) is accrued at the rate of ____ days per year and sick leave at the rate of ____ days per year in accordance with the employing organization's policy.

Has the assignee been on a prior IPA assignment? No __ Yes __ If yes, indicate the dates (*dd/mm/yy – dd/mm/yy*): from _____ to _____.

Name of organization(s) _____.

It is understood that the following applies during the IPA assignment period:

- C The employee will not perform duties for his or her current employer, except as specified in the *Assignment Agreement*, Optional Form 69.
- C The employee cannot return to his or her home organization to perform research, unless specified in the *Assignment Agreement*, and he or she will be subject to Federal and DOE conflict-of-interest statutes, regulations, and procedures.
- C DOE will prepare a suitable agreement that will incorporate the points addressed above.

I certify that this information is accurate, including salary and benefits, and that the salary and benefits have not been adjusted for purposes of this assignment. I further certify that the employee was not assigned a different employment authority within the past 180 days for the sole purpose of becoming an eligible participant in the IPA Assignment Program.

(Signature - authorizing official)

(Date)

(Typed or printed name and title)

APPENDIX G

SAMPLE
ASSIGNMENT AGREEMENT (OF 69)

(INCOMING IPA ASSIGNMENT)

Assignment Agreement
Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E Street, NW
Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

New Agreement Modification Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Day, Richard L.

3. Social Security Number

123-45-6789

4. Home Address (Street, City, State, ZIP Code)

2196 Wonderful Way
Montgomery, AL 31298

5. - A. Have you ever been on a mobility assignment?

YES NO

5. - B. If "YES", date of each assignment (Month and Year)

From To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U. S. Department of Energy
Office of Energy Research

7. State or Local Government (Identify the governmental agency)

University of AL

8. Is assignment being made through a faculty fellows program?

If "YES", give name of the program.

YES NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

University of AL
1284 Summer Road
Tuscaloosa, AL 31298

10. Employee's Position Title
Director, Physics Dept..

11. Office Telephone Number
(Include the Area Code)

(333) 510-1520

12. Immediate Supervisor (Name and Title)

Dr. Edison Shaw
Chairman, Nuclear Science & Technology Dept..

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)

Career Competitive
 Other (Specify):

Grade Level

14. State and Local Employees

State or Local Annual Salary

\$104,800.00

Original Date Employed by the State or Local Government (Month, Day, Year)

Feb 25 1992

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

U. S. Department of Energy
Office of Energy Research
1000 Independence Avenue SW
Washington, DC 20585

16. Assignee's Position Title
Physicist

17. Office Telephone Number
(Include the Area Code)

(202) 789-1011

18. Immediate Supervisor (Name and Title)

Dr. Joseph Alright, Director
Energy Research & Physics Division

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

<input type="checkbox"/>	On detail from a Federal agency	<input checked="" type="checkbox"/>	Full Time
<input type="checkbox"/>	On leave without pay from a Federal agency	<input type="checkbox"/>	Part Time
<input checked="" type="checkbox"/>	On detail to a Federal agency	<input type="checkbox"/>	Intermittent
<input type="checkbox"/>	On appointment in a Federal agency		

20. Period of Assignment (Month, Day, Year)

From	To
Jan 25 1998	Jan 24 1999

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

The manager of DOE's hadron nuclear physics program has retired. To ensure the Department has a state-of-the-art program, particularly as we approach the next millennium, Dr. Day, an expert from academia, will be assigned to the position for 1 year to serve as the DOE technical authority and expert in the field of hadron nuclear physics. Dr. Day was awarded the Nobel Prize for Physics in 1996 for accomplishments in the area of hadron nuclear physics, and he would be a tremendous asset to DOE in managing and directing the Hadron Nuclear Physics Program. Upon completion of this assignment, Dr. Day will return to the University of AL with a broader perspective of the Federal role in the field of hadron nuclear physics, as he resumes responsibility for directing the University's research program.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

Assignee serves as Program Manager for Hadron Nuclear Physics; establishes goals and objectives and provides leadership and direction for this program of national and international scope and impact. Serves as DOE's technical authority and expert in the field of hadron nuclear physics. This program focuses primarily on the development and management of research and of laboratory facilities utilizing strongly interacting probes and targets of nuclear matter (hadrons) and emphasizes the aspects of nuclear structure and matter which experiments reveal. Examines and ascertains the research needs and opportunities in hadron physics in the context of the overall DOE basic research program in nuclear physics and areas of emerging opportunity, determining funding levels, and recommending and initiating necessary proposal denials and program terminations for the development, implementation, and maintenance of a strong hadron nuclear physics program. Serves as DOE liaison on Program Advisory committees for facilities whose operations are supported by the nuclear physics program.

(For limitations and responsibilities, see attachment, "Standards of Conduct Provisions and Conflict of Interest as applicable to Intergovernmental Personnel Act (IPA) Assignees."

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

\$104,800 pa

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)
Annual cost of living increase which accrues to other University employees

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.

Dr. Day will continue coverage under University of AL leave system. Leave will be approved by the DOE supervisor who will certify time and attendance, on a biweekly basis, to the Staff Secretary, Nuclear Science & Technology Department, University of AL. Assignee will report leave as used to his DOE timekeeper. If the Federal government recognizes a holiday not recognized by the University of AL, Dr. Day will be excused from duty on that day without charge to leave. DOE will not reimburse the University of AL for any unused leave. Hours of work will be in accordance with DOE policy.

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

DOE will reimburse the University of AL for 50% of assignee's salary (\$104,800 pa=\$52,400) and 1/2 of the employer's contribution to employee benefits (\$26,000 pa=\$13,000).

See block 33 for travel provisions.

Invoices will be sent to:
 Dr. Joseph Alright, Director
 Energy Research & Physics Division
 Department of Energy
 1000 Independence Avenue SW
 Washington, DC 20585

27. State or Local Government Agency Obligations

University of AL will continue to pay Dr. Day's salary and benefits and will bill DOE on a quarterly basis for 50% of these costs.

Time and attendance will be sent to:
 Ms. Joy Watchower
 Nuclear Science & Technology Dept.
 University of AL
 1284 Summer Road
 Tuscaloosa, AL 31298

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- 28.** Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- 29.** The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance
 Covered N/A

B. Federal Civil Service Retirement system or Federal Employees Retirement System
 Covered N/A

C. Federal Employee Health Benefits
 Covered N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

Assignee retains all employer benefits, i.e., retirement, life, health, disability, and unemployment insurance.

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

None.

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

DOE will reimburse Dr. Day for travel expenses in accordance with DOE 1500.2A, TRAVEL POLICY AND PROCEDURES:

Travel expenses incurred while on official DOE travel	\$20,000
Per diem allowance of \$45 per day	16,425

DOE will reimburse Dr. Day for: (1) travel, including a per diem allowance not to exceed the cost of common carrier, (2) a per diem allowance to and from the assignment location (for assignee only), not to exceed the cost of common carrier, (3) a per diem allowance of \$45 per day at the assignment location (except for days on annual leave) to be reduced to \$36 per day while on official DOE travel away from the assignment location, and (4) approved travel expenses while on official DOE travel.

Per diem is taxable income and will be subject to all applicable Federal, state, and local withholdings if the assignment is extended beyond 1 year. Dr. Day will use his DOE credit card to charge all Federal travel expenses in accordance with FTR 301-51.1.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.

E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization) Department of Energy, Office of Energy Research	36. Date (Month, Day, Year) From Jan 25 1998 To Jan 24 1999
37. Signature of Assigned Employee	38. Date of Signature (Month, Day, Year)

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer	40. Signature of Authorizing Officer
41. Date of Signature (Month, Day, Year)	42. Date of Signature (Month, Day, Year)
43. Typed Name and Title Robert Sommers President, University of AL	44. Typed Name and Title Essie Thomas, Director, Office of Energy Research, Department of Energy

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement

agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

APPENDIX H

SAMPLE
ASSIGNMENT AGREEMENT (OF 69)

(OUTGOING IPA ASSIGNMENT)

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
 Personnel Mobility Program
 Staffing Operations Division/CEG
 1900 E Street, NW
 Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

New Agreement Modification Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Chang, Hannah

3. Social Security Number

678-90-1234

4. Home Address (Street, City, State, ZIP Code)

123 Ohio Drive
 Washington, DC 07031

5. - A. Have you ever been on a mobility assignment?

YES NO

5. - B. If "YES", date of each assignment (Month and Year)

From Sep 1991 To Aug 1992

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U.S. Department of Energy
 Assistant Secretary for Human Resources and Admin

7. State or Local Government (Identify the governmental agency)

National Academy of Public Administration

8. Is assignment being made through a faculty fellows program?

If "YES", give name of the program.

YES NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

U.S. Department of Energy
 Assistant Secretary for Human Resources and Administration
 Washington, DC 20585

10. Employee's Position Title
 Personnel Mgmt Specist

11. Office Telephone Number
 (Include the Area Code)
 (202) 686-1010

12. Immediate Supervisor (Name and Title)
 Jerry Smith, Director of Human Resources Mgmt Div.

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)

Career Competitive
 Other (Specify):

Grade Level

GS-14

14. State and Local Employees

State or Local Annual Salary

Original Date Employed by the State or Local Government (Month, Day, Year)

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

National Academy of Public Administration
 777 East Captiol Street
 Washington, DC 20585

16. Assignee's Position Title
 Human Resources Specist

17. Office Telephone Number
 (Include the Area Code)
 (202) 717-4444

18. Immediate Supervisor (Name and Title)
 Calmera Crews, Director, Human Resources Research & Policy Div.

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- On detail from a Federal agency
 - On leave without pay from a Federal agency
 - On detail to a Federal agency
 - On appointment in a Federal agency
- Full Time
 - Part Time
 - Intermittent

20. Period of Assignment (Month, Day, Year)

From	To
Sep 1 1996	Feb 28 1997

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

The 1993 National Performance Review report established the need for reinventing the Federal Government's human resource management system (HRM). The National Academy of Public Administration (NAPA) assists Federal, state, and local governments in improving their performance, and promotes discourse on emerging issues of governance. It focuses on performance and management issues, both as overarching processes and as practical considerations for agencies and programs engaged in the full range of domestic and international concerns. As a nonprofit organization, NAPA depends primarily on the assistance of Federal detailees in accomplishing its mission. Agencies in turn not only benefit from the services NAPA provides, but their employees have an opportunity to broaden their skills from productive assignments which are beneficial to Federal, state, and local governments. NAPA will benefit from this assignment by having a senior HRM specialist conduct research and assist in developing a guide on the "Innovations and Flexibilities: Overcoming HRM System Barriers." DOE will benefit from this assignment because upon her return, Ms. Chang will be better equipped to resume her responsibility as team leader of a group which is responsible for making recommendations for improving HRM functions DOE wide in Headquarters and field organizations.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

Assignee conducts research of private and Federal, domestic and international organizations to identify approaches to HRM system changes. Special emphasis will be on changes which can be made within existing laws. Specifically, Ms. Chang will work with a team to identify solutions for overcoming HRM barriers, including but not limited to those identified below:

1. The way agencies organize and align work around mission needs (organizing work and improving ways to classify positions, including modified broad-banding).
2. Methods for finding the right person for the right job at the right time (expedited hiring and merit staffing).
3. Improved approaches to making employee performance count (performance system improvement options, the link to organizational performance, awards, and recognition practices, and alternative discipline models).

There are criminal conflict of interest statutes that prohibit a Federal employee from acting as an agent or attorney for anyone, with or without compensation, before a Federal department in connection with any particular matter in which the United States is a party or has a direct and substantial interest. Thus, Ms. Chang may not represent NAPA to the Federal Government, including DOE. Prohibited representation includes any dealing with the Federal Government in an adversary context, that is, any contacts about a matter in which the Federal Government and NAPA have inconsistent or potentially inconsistent interests. Prohibited representation also includes any contacts regarding funding issues. - See attachment -

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

GS-14 step 5 (\$ 77,160)

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)
Annual cost of living increases which accrue to all Federal employees.

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.

Ms. Chang will continue coverage under the Federal leave system. Leave will be approved by the NAPA supervisor who will certify time and attendance, on a biweekly basis, to the Secretary, Human Resource Management Division, DOE. Ms. Chang will report leave as used to her NAPA timekeeper. If NAPA recognizes a holiday not recognized by the Federal Government, Ms. Chang may be excused from duty on that day without charge to leave; if required to work, premium pay will not be authorized. Hours of work will be in accordance with NAPA policy, consisting of a 40-hours per week schedule for full-time employees. Annual leave will not be restored; assignee should schedule leave to avoid forfeiting annual leave.

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

DOE will continue to pay assignee's salary and agency's contributions to employee benefits and will bill NAPA on a quarterly basis for 20% of salary (salary: \$77,160 pa @ 20% for 6 months = \$7,716).

Invoices will be sent to:

Ms. Calmera Crews
Director, Human Resources Research & Policy Division
National Academy of Public Administration
777 East Capitol Street
Washington, DC 20585

27. State or Local Government Agency Obligations

NAPA will reimburse DOE for 20% of assignee's salary (\$7716) as billed, first quarter and at the conclusion of the IPA assignment.

Time and attendance records will be sent to:

Ms. Mystic Smith
Human Resources Management Division
Department of Energy
1000 Independence Ave. SW
Washington, DC 20585

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

Covered N/A

B. Federal Civil Service Retirement system or Federal Employees Retirement System

Covered N/A

C. Federal Employee Health Benefits

Covered N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

None

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

None

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

NAPA will reimburse Ms. Chang directly for any travel required in connection with this IPA assignment.

Relocation expenses and per diem are not authorized.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal employees only)

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization) National Academy of Public Administration	36. Date (Month, Day, Year) From Sep 1 1996 To Feb 28 1997
37. Signature of Assigned Employee	38. Date of Signature (Month, Day, Year)

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer	40. Signature of Authorizing Officer
41. Date of Signature (Month, Day, Year)	42. Date of Signature (Month, Day, Year)
43. Typed Name and Title Abraham Sizemore Director, National Academy of Public Administration	44. Typed Name and Title Amy Morgan Assistant Secretary for Human Resources and Admin.

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement

agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

APPENDIX I

CHECKLIST FOR OPTIONAL FORM 69, ASSIGNMENT AGREEMENT

This checklist addresses major items in the OF 69 and should be used in conjunction with DOE M 321.1-1, Intergovernmental Personnel Act (IPA) Assignments.

Part 2 – Information on Participating Employee – Block 5B

- 9 Attach OPM waiver if assignee is a Federal employee who has or will have over 6 years of IPA service during his/her Federal career.
- 9 Ensure that initial IPA assignment is not over 2 years or is extended only up to an additional 2 years
- 9 Assignee returned to his or her employer for at least 12 months if he or she served 4 continuous years on an IPA assignment.

Part 3 – Parties to the Agreement – Block 7

Assignment is between DOE and one of the following:

- 9 State, local, or Native American tribal government
- 9 Institution of higher education
- 9 Federally Funded Research and Development Center (e.g., certain DOE laboratories)
- 9 “Other organization” whose eligibility was certified by the Director of Human Resources Management with concurrence of the Office of the Assistant General Counsel for General Law

Part 4 – Employee Eligibility – Blocks 13 and 14

The assignee is one of the following:

- 9 **DOE** Career, career conditional, career SES, or excepted service employee with similar status who is serving on an appointment without time limitation.
- 9 **Non-DOE** Individual is serving on a permanent, career appointment and completed at least 90 days of service prior to the effective date of this IPA assignment.

Part 5 – Type of Assignment – Block 20

- 9 Single assignment or extension is up to 2 years; total time under an IPA assignment does not exceed 4 consecutive years (including all extensions) without at least a 12-month return to duty.

Part 6 – Reason for Mobility Assignment – Block 21

- 9 Indicate: (1) reasons for the assignment, (2) how the work will benefit DOE and the participating organization, and (3) how the assignee will be used after the assignment ends.

Part 7 – Position Description – Block 22

- 9 Assignee’s experience and pay level are commensurate with the duties assigned. Otherwise, explanation is provided based on information such as the following:

“is recognized as an “expert” sought out by peers, (*or similar considerations*). *He/she* is uniquely qualified for this assignment because of his/her (*indicate assignee’s special knowledge, skills, abilities, talents, and/or the unique capabilities, experience, or achievements*), which will have an important effect on the duties and responsibilities of this position. For example (*briefly specify*).

His/her performance will broaden the nature and scope and effect of the work being performed, and *he/she* is expected to make a continuing contribution to the organizational mission, efficiency and economy, etc.

Add, if appropriate: The exceptional ability of the assignee may lead to the attraction of _____, and *he/she* will be given special authority to speak for DOE and commit the Department in _____.

- 9 If DOE employee, include the following statement:

(Name of employee) may not represent (*name of the IPA assignment host organization*) to the Federal government, including DOE. Prohibited representation includes any dealing with the Federal government in an adversary context; that is, any contacts about a matter in which the Federal government and the (*name of the IPA assignment host organization*) have inconsistent or potentially inconsistent interests. Prohibited representation also includes any contacts regarding any funding issues.

Part 8 – Employee Benefits (including rate of pay during assignment) – Blocks 23, 24 & 25

- 9 In 23, indicate rate of pay. Note: DOE employee cannot receive less pay than he/she would have otherwise received as a DOE employee. An incoming assignee detailed to a classified position

with a higher rate of pay than his/her permanent position may be entitled to supplemental pay; see DOE M 321.1-1, Chapter I, Paragraph 14.

- 9 In 24, indicate annual pay adjustments, locality pay, within-grade-increase, if applicable, and other increases that accrue to all employees of the organization.
- 9 In 25, indicate assignee continues coverage under the permanent employer's leave system; leave will be approved by the host supervisor, and a designated official with host organization will certify to the permanent organization, leave used, and hours worked. DOE will not restore "use or lose" leave for its employees nor pay for unused leave for incoming assignees. For example—

Assignee will continue to earn leave in accordance with permanent employer's leave system. Leave will be requested from and approved by the assignee's supervisor. On a biweekly basis, the assignee's supervisor will certify time and attendance to the permanent employer. If the host organization observes a holiday that is not observed by the permanent employer, assignee may be excused from duty on that day without charge to leave. DOE will not restore "use or lose leave" for its employees nor pay for unused leave for incoming assignees.

Part 9 – Fiscal Obligations – Blocks 26 & 27 (indicate office where time and attendance records should be sent and how often invoices will be transmitted (e.g, quarterly).

- 9 In 26, specify the costs DOE will pay. If DOE pays more than 50 percent of costs when detailing a Federal employee, indicate the reasons (avoid broad statements such as "the benefit to DOE justifies this arrangement" or "participating organization has had budget cuts").
- 9 In 27, indicate the costs the participating organization will pay.
- 9 Ensure that a justification is provided if cost sharing is less than 15 percent. Generally, the participating organization should share at least 15 percent of the costs, including assignee's salary, supplemental pay, fringe benefits (health insurance, life insurance, and retirement), travel and per diem at the assignment location, or relocation expenses.

Part 12 – Travel and Transportation Expenses and Allowances – Block 33

- 9 Specify travel expenses to be reimbursed—limited to travel in connection with the IPA assignment.
- 9 Specify which, if any, travel and transportation expenses "to and from" the IPA assignment duty station will be paid by DOE and by the participating organization.
- 9 If per diem at the IPA assignment duty station is authorized, explain that the total amount reimbursed to the assignee may not exceed the lower of (a) the relocation expenses that would

otherwise have been paid if the relocation allowance had been authorized, **or** (b) 2 years of reduced per diem (or 1 year if applicable).

Below are examples of language for block 33:

DOE will reimburse assignee in accordance with the Federal Travel Regulation (FTR) and Departmental travel policy for the following estimated travel expenses:

Travel expenses incurred while on official DOE travel (2 years) \$_____.

Relocation expenses including shipment of household goods up to 18,000 pounds, round-trip transportation and per diem of assignee and immediate family, temporary storage of household goods, temporary quarters, and relocation income tax allowance \$_____.

or

*Per diem allowance of \$_____ at the assignment location, reduced to \$_____ while on official DOE travel away from the assignment location except when on *annual leave at permanent residence (Determine appropriate rates for field locations; in the Washington, DC, Metropolitan Area, the current rates are \$45 and \$36 per day, respectively). Also includes round-trip travel and per diem for assignee to the DOE duty station, not to exceed the cost of common carrier. \$_____.**

- 9 Specify that “In accordance with FTR §301-51, assignee will be provided a DOE travel card and is required to use that card for all payments of official Federal travel expenses.”
- 9 Inform assignee that per diem received for more than 1 year is taxable.
- 9 Inform assignee of his or her responsibility as a traveler.

Part 13 – Applicability of Rules, Regulations and Policies

- 9 Outgoing assignments of DOE employees, check blocks A, B, C, D, and E and ensure that the applicable information is explained/provided to the assignee before the IPA assignment effective date.
- 9 Incoming IPA assignments with DOE, check blocks A, B, C, and D; ensure that the applicable information is explained/provided to the assignee before the IPA assignment effective date.

Part 14 – Concurrences and Certification of Approving Officials

Obtain the following concurrences: Office of General Counsel, Office of Chief Financial Officer, Servicing Human Resources Office.

Obtain all concurrences and approvals and have employee and approving officials at DOE and the participating organization sign the OF 69 **before** the assignment begins.

- 9 Block 37: the employee agrees to the terms and conditions of the IPA assignment by signing the OF 69 **before** the effective date.
- 9 Block 39: the participating organization approves the assignment and signs the OF 69 **before** the effective date.
- 9 Block 40: the Head of the DOE element or Executive Resources Board Chair, as appropriate, approves the assignment, and the designated DOE official signs the OF 69 **before** the effective date.
- 9 Initiate appropriate security clearance process.

Other requirement: Prior to sending an employee on an assignment, the DOE supervisor must ensure that the host supervisor issues standards/criteria on which the assignee will be evaluated. This is done in accordance with the local performance appraisal system requirements for rating DOE employees on assignment outside the Department. Similar procedures should be used to evaluate incoming assignees.

APPENDIX J

CHECKLIST - IPA ASSIGNMENT FILE

The following should be kept in the IPA assignment file:

- Optional Form 69, *Assignment Agreement*
- Record of the required concurrences (Human Resources Office, Assistant General Counsel for General Law, Chief Financial Officer)
- Conflict-of-Interest Certification (copy) - original to attorneys
- Employer certification of employee benefits and employment status of assignee (provided by HR or other responsible official of the employing organization)
- Cost analysis of per diem vs. relocation expenses if either payment is authorized
- Certification of “other organization;” eligibility, if applicable

APPENDIX K
OF 69, *ASSIGNMENT AGREEMENT*

Assignment Agreement
Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
 Personnel Mobility Program
 Staffing Operations Division/CEG
 1900 E Street, NW
 Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

New Agreement Modification Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

3. Social Security Number

4. Home Address (Street, City, State, ZIP Code)

5. - A. Have you ever been on a mobility assignment?

YES NO

5. - B. If "YES", date of each assignment (Month and Year)
 From _____ To _____

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

7. State or Local Government (Identify the governmental agency)

8. Is assignment being made through a faculty fellows program?
 If "YES", give name of the program.

YES NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

10. Employee's Position Title

11. Office Telephone Number
 (Include the Area Code)

12. Immediate Supervisor (Name and Title)

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)

Career Competitive Grade Level _____
 Other (Specify): _____

14. State and Local Employees

State or Local Annual Salary _____

Original Date Employed by the State or Local Government (Month, Day, Year) _____

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

16. Assignee's Position Title

17. Office Telephone Number
 (Include the Area Code)

18. Immediate Supervisor (Name and Title)

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

<input type="checkbox"/>	On detail from a Federal agency	<input type="checkbox"/>	Full Time
<input type="checkbox"/>	On leave without pay from a Federal agency	<input type="checkbox"/>	Part Time
<input type="checkbox"/>	On detail to a Federal agency	<input type="checkbox"/>	Intermittent
<input type="checkbox"/>	On appointment in a Federal agency		

20. Period of Assignment (Month, Day, Year)

From _____ To _____

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

24. Special Pay Conditions *(Indicate any conditions that could increase the assigned employee's compensation during the assignment period)*

25. Leave Provisions *(Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)*

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

27. State or Local Government Agency Obligations

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

- Covered N/A

B. Federal Civil Service Retirement system or Federal Employees Retirement System

- Covered N/A

C. Federal Employee Health Benefits

- Covered N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal employees only)

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)	36. Date (Month, Day, Year) From _____ To _____
37. Signature of Assigned Employee	38. Date of Signature (Month, Day, Year)

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer	40. Signature of Authorizing Officer
41. Date of Signature (Month, Day, Year)	42. Date of Signature (Month, Day, Year)
43. Typed Name and Title	44. Typed Name and Title

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement

agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.